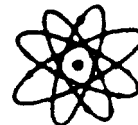


APPENDIX J

RAYSTAY COMPANY



1312 HOLLY PIKE, BOX 38,

CARLISLE, PA 17013

717-243-4918

BROADBAND COMMUNICATIONS - CATV

November 8, 1988

Robert L. Hoover
11704 Seven Locks Road
Potomac, MD 20854


Dear Bob,

Listed below are co-ordinates for our existing towers that we are requesting you to search for an LPTV license frequency.

	<u>Latitude</u>	<u>Longitude</u>
Red Lion, Pa	39 54 42	76 37 15
Avis, Pa	41 13 45	77 22 02
Inwood, WVA	39 25 11	78 05 22
Waynesboro, Pa	39 44 11	77 28 56

I authorize you to spend up to \$1,000.00 per location to research the availability of these frequencies.

Sincerely,


David A. Gardner

RAYSTAY
COMPANY

1312 HOLLY PIKE, BOX 38, CARLISLE, PA 17013

Robert L. Hoover
11704 Seven Locks Road
Potomac, MD
20854

LPTV

Bob Hoover
301-983-0054

Avis

Lancaster

York

Lebanon

Waynesboro

Martinsburg

Will look in computer base. Get
back Now 8 or 9.

OK

Bob Hoover

6 site

LPTV survey

\$1000 site

in advance

RAYSTAY CO.
BOX 38
CARLISLE, PA 17013

WCMA Working Capital
Management Account

199

November 21, 1988

25-80
440

PAY TO THE ORDER OF Bob Hoover

\$ 6,000.00

Six Thousand and 00/100 DOLLARS

Merrill Lynch

BANK ONE BANK ONE COLUMBUS, PA
COLUMBUS, OHIO 43271

MEMO Engineering for LP TV

⑆044000804⑆ 840800343819⑆ 0199

David A. Gardner

APPENDIX K

R. L. HOOVER
CONSULTING TELECOMMUNICATIONS ENGINEER

P.O. BOX 2000
WEST BETHESDA, MARYLAND 20817
(301) 983-0054

INVOICE

Mr. David Gardner
Raystay Company

March 31st, 1989

DESCRIPTION

re: PREPARATION OF FIVE LPTV APPLICATIONS	
1. Preparation of five LPTV Applications	
a. Charge, \$1500 ea	\$7500.-
a. Discount, 10 percent	(750.-)
2. Preparation of three FAA Forms	
a. Chg, \$175, ea	<u>525.-</u>

Total Due

\$7275

PAYMENT DUE ON RECEIPT OF INVOICE

PAID 5/9/89
CHECK NO. 217
APPROVAL _____

OK
E

ORIGINAL

Glendale
Ex. 225
Page 1

DIRECT WRITTEN TESTIMONY
OF
LEWIS I. COHEN

1. I am a principal of Cohen & Berfield, P.C., which represents Raystay Company (Raystay) and Glendale Broadcasting Company (Glendale) before the Federal Communications Commission (Commission or FCC). I received the degree of Bachelor of Laws from the Law School of Columbia University in 1958, was employed as an attorney with the FCC from 1959 to 1964 including service in the Hearing Division of the Broadcast Bureau, and have practiced law in the firm Cohen and Berfield since 1964. My partner, Mr. Berfield, and I have represented George F. Gardner and entities in which he has or has had an interest such as Raystay and Glendale since the late 1960's or early 1970's.

2. On December 20, 1991 Mr. Berfield left the office for a vacation that was to extend into January 1992 and, as is our custom, gave me a list of pending activities that might arise why he was away. That list did not include anything regarding an assignment of the construction permit for a low power television station in Red Lion, Pennsylvania, from Raystay to Grosat Broadcasting, Inc. While I had a general familiarity with the matter that Raystay was assigning the Red Lion construction permit, I had not been involved in any of the details.

3. On December 30, 1991 I took a call from David A. Gardner (David Gardner) in the absence of both Mr. Berfield and John Schauble, the other attorney in our law firm, who was away for

Federal Communications Commission

Docket No. 93-75 Exhibit No. 225

Presented by GLENDALE

Disposition	{	Identified	<u>✓ 5/3/94</u>
		Received	<u>✓ 5/3/94</u>
		Rejected	<u>✓ 5/3</u>

Reporter M. K. FLEISHMAN

Date 5/3/94


the New Years' holiday. David Gardner indicated that he urgently needed a certificate of expenses regarding the Red Lion construction permit, to be provided to the counsel for the assignee for the assignment application that was being filed with the Commission. David Gardner provided to me the dollar figures and expense categories for such a certificate which he said had been given to him by my partner, Mr. Berfield.

4. I have known and worked with David Gardner since the 1970's and based on that long experience believed that if he told me this information had been prepared and provided to him by my partner, that information was true and David gave me the information accurately.

5. On December 31, 1991 I prepared the attached Certification of Expenses, which was faxed to David Gardner. I created the text of the document, inserting the dollar figures and expense categories which David Gardner had given to me on the phone. I subsequently reported to Messrs. Berfield and Schauble, upon their return to the office, that I had done this.

Glendale
Ex. 225
Signature Page

The foregoing statements are true and correct to my best
information and belief, and are given under penalty of perjury.



Lewis I. Cohen

CERTIFICATION OF EXPENSES

I, David A. Gardner, hereby certify that I am in management at Raystay Co. and am familiar with the expenses incurred by Raystay in obtaining the construction permit being assigned, which expenses are:

Cohen and Berfield, P.C.	
Legal Fees	\$ 7,698.00
Robert Hoover	
Engineering Fees	2,425.00
FCC Filing Fee	<u>375.00</u>
	\$10,498.00

Date: _____

David A. Gardner

ORIGINAL

Glendale
Ex. 226
Page 1

DIRECT WRITTEN TESTIMONY
OF
GEORGE F. GARDNER

1. I am President and the sole voting stockholder of Raystay Company (Raystay), which sold the construction permit which it held for a new low power television station in Red Lion, Pennsylvania to Grosat Broadcasting, Inc., a company owned by Dr. Grolman of York, Pennsylvania, for reimbursement of expenses in the amount of \$10,000. I am informed that the contract for the sale was executed on January 6, 1992, that an application for approval of the sale by the Federal Communications Commission (FCC or Commission) was filed on January 14, 1992 and that the Commission's approval was obtained and closing was held several months later.

2. I was not actively involved in the matter and have virtually no recall of any of the details. I was aware that Dr. Grolman was interested in acquiring the Red Lion construction permit. He initially contacted me in the Spring of 1991. At that point, I assigned responsibility for the matter to Lee H. Sandifer. Mr. Sandifer is the Chief Financial Officer of the companies. He has been with me in that capacity for approximately four years. I cannot recall the events specifically, but in the ordinary course Mr. Sandifer would have cleared with me that Raystay was selling the permit for the sum of \$10,000 and he would have reported to me that the matter was approved by the FCC and closed. Other than those basic events,

Federal Communications Commission

Docket No. 93-75 Exhibit No. 226

Presented by GLENDALE

Disposition	{	Identified	<u>✓ 5/3/94</u>
		Received	<u>✓ 5/3/94</u>
		Rejected	<u> </u>

Reporter M.K. FLEISHMAN

Date 5/3/94

or possible routine inquiries to Mr. Sandifer or reports from him concerning the status of the transaction, there would have been no discussion of the matter between us, and I do not recall any.

3. It is my understanding that the FCC application for approval of the Red Lion sale was completed and signed during the period December 30, 1991-January 6, 1992. I was on the West Coast on a combined holiday and business trip during that period of time, leaving Pennsylvania on December 28, 1991 and returning after the conclusion of a cable convention regarding fiber optics that was held January 8-9, 1992 in San Diego. The FCC application was signed in my absence by Mr. Sandifer, who, as I have indicated, was in charge of the matter. It is my understanding that an expense certification included in the application was signed by David A. Gardner (David Gardner). In the management structure, David Gardner reported to Mr. Sandifer.

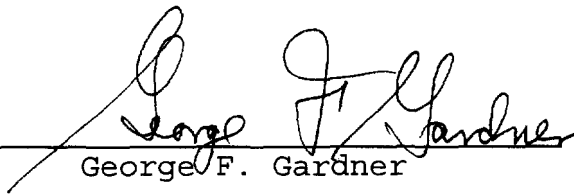
4. If I had been at the office during the period when the FCC application was signed, the application would have been placed on my desk for review and signature. I am informed that the expense categories and amounts on the expense certification were prepared by Morton L. Berfield and that the text of the certification was prepared by Lewis I. Cohen. I regard the categories of expenses that may be reimbursed under FCC regulations and the format of an expense certification to be matters that come within the expertise of Messrs. Berfield and Cohen. Moreover, I am informed that Mr. Berfield personally did

the work to determine the amounts of the expenses that were shown on the expense certification. Messrs. Cohen and Berfield have been my communications counsel for the past thirty years. They are familiar with my commitment to the FCC to take care that all statements in applications signed by me are accurate. Given these circumstances, I believe it was appropriate for David Gardner and Mr. Sandifer to sign the expense certification and the FCC application in full reliance on Messrs. Berfield and Cohen for the format and information contained in the expense certification.

Glendale
Ex. 226
Signature Page

DECLARATION

The foregoing statements are true and correct to my best information and belief, and are given under penalty of perjury.


George F. Gardner

ORIGINAL

Glendale
Ex. 227
Page 1

DIRECT WRITTEN TESTIMONY
OF
DAVID A. GARDNER

1. This testimony relates to the period of time beginning in the Fall of 1991 to and including January 1992. During that period of time, I was employed by The Waymaker Company having management duties with respect to Raystay Co. (Raystay), reporting to Lee H. Sandifer. One of my areas of responsibility was to deal with contracts and leases for cable and broadcast activities as assigned to me.

2. Along with Mr. Sandifer, I was involved in negotiations with Trinity Broadcasting Network (Trinity) for the possible sale to Trinity of Raystay's operating low power television station at Dillsburg, Pennsylvania and/or its construction permits for five other LPTV stations (two permits for Lebanon, two permits for Lancaster and one permit for Red Lion, all in Pennsylvania). At the direction of Mr. Sandifer, I sent a letter dated October 30, 1991 via facsimile to George Sebastian of Trinity quoting a price of \$400,000 for the entire package and indicating if the entire package were not taken, Raystay would entertain discussions regarding transferring construction permits for the nominal costs incurred in obtaining them (TBF Ex. 230). Also on October 30, 1991 I had a telephone conversation with Mr. Sebastian in which Trinity offered \$150,000 for the Dillsburg station and \$5,000 per construction permit (TBF Ex. 231).

3. Following the telephone call on October 30, 1991 Mr.

Federal Communications Commission

Docket No. 93-75 Exhibit No. 227

Presented by GLENDALE

Disposition { Identified ✓ 5/3/94
Received ✓ 5/3/94
Rejected _____

Reporter M.K. FLEISHMAN

Date 5/3/94

Sandifer indicated that the \$150,000 offer for the Dillsburg station was not acceptable. Trinity forwarded Asset Purchase Agreements for the five construction permits, each reflecting a price of \$5,000 (or such lesser amount as the FCC should approve). I began a review and editing work on four of the Asset Purchase Agreements, i.e., two for permits for Lebanon and two for permits for Lancaster (TBF Exs. 234, 236). However, I set aside and did no work on the Asset Purchase Agreement for Red Lion (attached as Appendix A). Raystay was in the process of negotiating a sale of the Red Lion construction permit to Dr. Grolman for \$10,000.

4. The Raystay files contain a note dated October 17, 1991, a copy of which is attached as Appendix B. I have no recollection of this matter independent of recognition that it is in my handwriting. I do have a recollection of looking for an invoice from Bob Hoover, the engineer, which was for an amount in addition to the amount shown on Appendix B, but I could not find any such invoice.

5. Sometime during the period from October 30, 1991 (when Trinity offered to pay \$5,000 for each permit) and November 7, 1991 (when Morton L. Berfield faxed a letter to me), I called Mr. Berfield and requested that he develop the expenses which could be reimbursed in the sale of the permits. This resulted in his letter to me dated November 7, 1991 (TBN Ex. 232).

6. Mr. Berfield's letter indicates that I provided to him a

projected figure of \$30,000 for the possible sale of all five construction permits. This would have been a combination of \$10,000 for the possible sale of the Red Lion permit to Dr. Grolman and \$5,000 each for the possible sale of the other four permits to Trinity.

7. Attached as Appendix C is a "Certification of Expenses" dated January 6, 1992. I have no recollection of this matter independent of recognition that the signature is mine and the date is my handwriting.

Glendale
Ex. 227
Signature Page

The foregoing statements are true and correct to my best
information and belief, and are given under penalty of perjury.



David A. Gardner

APPENDIX A

ASSET PURCHASE AGREEMENT

This Agreement dated this _____ day of November, 1991, by and between: (1) _____ RAYSTAY COMPANY (herein referred to as "Seller"), and (2) Trinity Christian Center of Santa Ana, Inc., d/b/a/ Trinity Broadcasting Network, a nonprofit California corporation (herein referred to as "Buyer").

W I T N E S S E T H:

WHEREAS, Seller holds a valid, current, and unexpired construction permit issued by the Federal Communications Commission (herein referred to as "FCC" or "Commission") to construct and operate a low power television station on Channel 56 (722.0-728.0 MHz), Red Lion, Pennsylvania (FCC File Number BPTTL-890309NX) (herein referred to as "Station"); and

WHEREAS, Seller is desirous of selling and assigning Station to Buyer, and Buyer is desirous of buying and acquiring Station from Seller;

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants contained herein, Buyer and Seller, intending to be legally bound, hereby agree as follows:

1. Assets Sold and Purchased. Subject to the approval of the FCC and to the terms and conditions hereof, Seller agrees to sell and Buyer agrees to purchase the following assets, all of which Seller agrees are free and clear of any and all liens and encumbrances of any nature whatsoever:

a. FCC Authorizations. All FCC authorizations and applications for construction and operation of Station as listed in Exhibit A, and hereby incorporated herein.

b. Technical Data. All of Seller's schematics, blueprints, engineering data, and other technical information pertaining to the construction and/or operation of the Station.

c. Cash and Accounts Receivable. No cash, bank deposits, or accounts receivable of Seller are to be sold or assigned hereunder; and the same are expressly excluded from this Agreement.

d. Leases. Seller's rights for the antenna/transmitter site approved by the FCC and specified for the Station (Exhibit B attached hereto and hereby incorporated herein).

2. Amount of Purchase Price. In consideration for the sale, assignment, and conveyance to it of the assets listed above, Buyer agrees to pay Seller Five Thousand Dollars (\$5,000.00), or such lesser amount as the FCC may approve, subject to the below listed prorations and adjustments:

a. Taxes. All federal, state, and local taxes, if applicable to the purchase and sale contemplated hereby, shall be borne by Seller.

b. Prorations. Any and all taxes and assessments of any nature and kind, if any, shall be prorated as of 12:00 midnight of the Closing Date.

c. Transmitter Site. In the event Seller is unable to provide, for whatever reason, the assignment of its lease, purchase or title rights in the antenna/transmitter site